

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LABORERS' PENSION FUND and)	
LABORERS' WELFARE FUND OF THE)	
HEALTH AND WELFARE DEPARTMENT)	
OF THE CONSTRUCTION AND GENERAL)	
LABORERS' DISTRICT COUNCIL OF)	
CHICAGO AND VICINITY, and JAMES S.)	
JORGENSEN, Administrator of the Funds,)	
)
Plaintiffs,)
v.)
)
S & R MASONRY, INC., an Illinois corporation,)	
and RICK'S BRICKS, INC., an involuntarily)	
dissolved Illinois corporation,)	
Defendants.)

Case No. FILED: AUG 26, 2008
08CV4888
JUDGE LEINENWEBER
MAGISTRATE JUDGE BROWN
AO

COMPLAINT

Plaintiffs, Laborers' Pension Fund and Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity, and James S. Jorgensen, Administrator of the Funds (hereinafter collectively "Funds"), by their attorneys, Patrick T. Wallace, Jerrod Olszewski, Christina Krivanek, Amy N. Carollo, and Charles Ingrassia, for their Complaint against Defendants S & R Masonry, Inc., an Illinois corporation, and Rick's Bricks, Inc., an involuntarily dissolved Illinois corporation, state:

COUNT I

(Failure To Pay Employee Benefit Contributions as Revealed by Audit)

1. Jurisdiction is based on Sections 502(e)(1) and (2) and 515 of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, 29 U.S.C. §§1132 (e)(1) and (2) and 1145, Section 301(a) of the Labor Management Relations Act

(“LMRA”) of 1947 as amended, 29 U.S.C. §185(a), 28 U.S.C. §1331, federal common law, and the court’s supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

2. Venue is proper pursuant to Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), and 28 U.S.C. §1391 (a) and (b).

3. The Funds are multiemployer benefit plans within the meanings of Sections 3(3) and 3(37) of ERISA. 29 U.S.C. §1002(3) and 37(A). They are established and maintained pursuant to their respective Agreements and Declarations of Trust in accordance with Section 302(c)(5) of the LMRA. 29 U.S.C. § 186(c)(5). The Funds have offices and conduct business within this District.

4. Plaintiff James S. Jorgensen is the Administrator of the Funds, and has been duly authorized by the Funds’ Trustees to act on behalf of the Funds in the collection of employer contributions owed to the Funds and to the Construction and General District Council of Chicago and Vicinity Training Fund, and with respect to the collection by the Funds of amounts which have been or are required to be withheld from the wages of employees in payment of Union dues for transmittal to the Construction and General Laborers’ District Council of Chicago and Vicinity (the “Union”). With respect to such matters, Jorgensen is a fiduciary of the Funds within the meaning of Section 3(21)(A) of ERISA, 29 U.S.C. §1002(21)(A).

5. Defendant S & R Masonry, Inc. (hereinafter “Company 1”), is an Illinois corporation. Company 1 did and does business within this District and was at all times relevant herein an employer within the meaning of Section 3(5) of ERISA, 29 U.S.C. §1002(5), and Section 301(a) of the LMRA, 29 U.S.C. §185(c).

6. The Union is a labor organization within the meaning of 29 U.S.C.

§185(a). The Union and Company 1 have been parties to successive collective bargaining agreements, the most recent of which became effective June 1, 2006. (“Agreement”). (A copy of the “short form” Agreement entered into between the Union and Company 1 which Agreement adopts and incorporates Master Agreements between the Union and various employer associations, and also binds Company 1 to the Funds’ respective Agreements and Declarations of Trust is attached hereto as Exhibit A.)

7. The Funds have been duly authorized by the Construction and General Laborers’ District Council of Chicago and Vicinity Training Fund (the “Training Fund”), the Midwest Construction Industry Advancement Fund (“MCIAF”), the Chicagoland Construction Safety Council (the “Safety Fund”), the Laborers’ Employers’ Cooperation and Education Trust (“LECET”), the Chicago Area Independent Construction Association (“CAICA”), the CISCO Uniform Drug/Alcohol Abuse Program (“CISCO”), and the Laborers’ District Council Labor Management Committee Cooperative (“LDCLMMC”), to act as an agent in the collection of contributions due to those funds.

8. The Agreement and the Funds’ respective Agreements and Declarations of Trust obligate Company 1 to make contributions on behalf of its employees covered by the Agreement for pension benefits, health and welfare benefits, for the training fund and to submit monthly remittance reports in which Company 1, *inter alia*, identifies the employees covered under the Agreement and the amount of contributions to be remitted to the Funds on behalf of each covered employee. Pursuant to the terms of the Agreement and the Funds’ respective Agreements and Declarations of Trust, contributions which are not submitted in a timely fashion are assessed 10 percent liquidated damages, and 20 percent as of June 1, 2007, plus interest.

9. The Agreement and the Funds' respective Agreements and Declarations of Trust require Company 1 to submit its books and records to the Funds on demand for an audit to determine benefit contribution compliance.

10. The Agreement obligates Company 1 to obtain and maintain a surety bond to insure future wages, pension and welfare contributions.

11. Notwithstanding the obligations imposed by the Agreement and the Funds' respective Agreements and Declarations of Trust, Company 1 has performed covered work during the audit period of August 1, 2005 through June 30, 2008, and permitted Funds to conduct an audit (a true and accurate copy of the audit and audit summary sheet is attached hereto as Exhibits B and B-1) to determine benefit contribution compliance during that time period which revealed that Company 1:

(a) failed to report and pay contributions in the amount of \$45,355.05 owed to Plaintiff Laborers' Pension Fund for the audit period of August 1, 2005

through June 30, 2008, thereby depriving the Laborers' Pension Fund of contributions, income and information needed to administer the Fund and jeopardizing the pension benefits of the participants and beneficiaries;

(b) failed to report and pay contributions in the amount of \$76,380.74 owed to Plaintiff Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity for the period of August 1, 2005 through June 30, 2008, thereby depriving the Welfare Fund of contributions, income and information needed to administer the Fund and jeopardizing the health and welfare benefits of the participants and beneficiaries;

(c) failed to report and pay contributions in the amount of \$1,876.52 owed to Laborers' Training Fund for the period of August 1, 2005 through June 30, 2008, thereby depriving the Laborers' Training Fund of contributions, income and information needed to administer the Fund and jeopardizing the training fund benefits of the participants and beneficiaries;

(d) failed to report and pay contributions in the amount of \$1,308.66 owed to Laborers' District Council Labor Management Committee Cooperative ("LDCLMCC") for the audit period of August 1, 2005 through June 30, 2008, thereby depriving the LDCLMCC of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries;

(e) failed to report and pay contributions in the amount of \$607.22 owed to Laborers' MCIAF Fund ("MCIAF") for the audit period of August 1, 2005 through June 30, 2008, thereby depriving the MCIAF of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries;

(f) failed to report and pay contributions in the amount of \$178.48 owed to Chicago Area Independent Construction Association ("CAICA") for the audit of August 1, 2005 through June 30, 2008, thereby depriving the LECET of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries

(g) failed to report and pay contributions in the amount of \$545.27 owed to Laborers' Employers' Cooperation and Education Trust ("LECET") for

the audit of August 1, 2005 through June 30, 2008, thereby depriving the LECET of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries; and

(h) failed to report and pay contributions in the amount of \$86.74 owed to CISCO Uniform Drug/Alcohol Abuse Program (“CISCO”) for the audit of August 1, 2005 through June 30, 2008, thereby depriving the CISCO of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries.

12. Under the terms of the Agreements and the Funds’ respective Agreements and Declarations of Trust, Company 1 owes liquidated damages plus interest on all unpaid contributions. Accordingly, Company 1 owes \$4,792.10 in liquidated damages to the Pension Fund, \$7,998.12 in liquidated damages to the Welfare Fund, \$197.59 in liquidated damages to the Training Fund, \$130.87 in liquidated damages to the LDCLMCC Fund, \$60.72 in liquidated damages to the MCIAF Fund, \$17.85 in liquidated damages to the CAICA Fund, \$54.53 in liquidated damages to the LECET Fund, and \$8.67 in liquidated damages to the CISCO Fund, plus interest, on the unpaid contributions for the period of August 1, 2005 through June 30, 2008, and \$892.71 in accumulated liquidated damages for late paid contributions. See Exhibit B-1.

13. Under the terms of the Agreement and the Funds’ respective Agreements and Declarations of Trust, Company 1 is liable for the costs of any audit which reveals unpaid contributions. Accordingly, Company 1 owes the Funds \$2,131.45 in audit costs for the audit for the period of August 1, 2005 through June 30, 2008. See Exhibit B-1.

14. Company 1's actions in failing to submit payment upon an audit to which it submitted its books and records violate Section 515 of ERISA, 29 U.S.C. §1145.

15. Pursuant to Section 502(g)(2) of ERISA, 29 U.S.C. §1132 (g)(2), Section 301 of the LMRA, 29 U.S.C. §185, and the terms of the Agreement and the Funds' respective Trust Agreements, Company 1 is liable to Funds for unpaid contributions, as well as interest and liquidated damages on the unpaid contributions, accumulated liquidated damages on late paid contributions, audit costs, interest, and reasonable attorneys' fees and costs, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request this Court enter a judgment against Defendant S & R Masonry, Inc.:

a. entering judgment in sum certain in favor of the Funds and against Company 1 on the amounts due and owing pursuant to the audit for the period of August 1, 2005 through June 30, 2008, including contributions, interest, liquidated damages, accumulated liquidated damages, audit costs, and Plaintiffs' reasonable attorneys' fees and costs; and

b. awarding Plaintiffs any further legal and equitable relief as the Court deems appropriate.

COUNT II

(Failure to Pay Union Dues as Revealed by an Audit)

16. Plaintiffs reallege paragraphs 1 through 15 as though fully set forth herein.

17. Pursuant to agreement, the Funds have been duly designated to serve as collection agents for the Union in that the Funds have been given the authority to collect

from employers union dues which have been or should have been deducted from the wages of covered employees.

18. Notwithstanding the obligations imposed by the Agreement, Company 1 performed covered work during the audit period and Company 1 failed to withhold and/or submit payment of \$6,701.42 in union dues that were or should have been withheld from the wages of employees for the period of August 1, 2005 through June 30, 2008, thereby depriving the Union of information and income. See Exhibit B.

19. Pursuant to the Agreement, Company 1 owes liquidated damages on all late or unpaid dues. Accordingly, Company 1 owes \$670.14 in liquidated damages for the unpaid union dues revealed as due and owing on the audit as well as audit costs, reasonable attorneys' fees and costs as the Union's collection agent, and such other legal and equitable relief as the Court deems appropriate. See Exhibit B-1.

WHEREFORE, Plaintiffs respectfully request this Court enter a judgment against Defendant S & R Masonry, Inc.:

- a. entering judgment in sum certain in favor of the Funds and against Company 1 on the amounts due and owing pursuant to the audit for the period of August 1, 2005 through June 30, 2008, including dues, liquidated damages, audit costs, and Plaintiffs' reasonable attorneys' fees and costs; and
- b. awarding Plaintiffs any further legal and equitable relief as the Court deems appropriate.

COUNT III

(Single Employer Liability)

20. Plaintiffs reallege paragraphs 1 through 19 as though fully set forth herein.

21. Defendant Rick's Bricks, Inc., (hereinafter "Company 2), is an involuntarily dissolved Illinois corporation that was involuntarily dissolved on February 9, 2007.

22. Defendant Company 2 is a single employer with Company 1. Company 2 used and uses the same equipment formerly and currently used by Company 1; used and uses the same employees formerly and currently employed by Company 1; performed and performs the same type of work formerly and currently performed by Company 1; operates its business from the same location formerly and currently used by Company 1; uses the same phone number formerly and currently used by Company 1; is managed by and/or had its work supervised by the same personnel who managed and/or supervised and manage and/or supervise the work performed by Company 1; Company 2 used and uses the same financial institution as Company 1; Company 2 has commingled funds with Company 1 and paid debt of Company 1; Company 2 permitted the Funds, pursuant to the Agreement and Funds' respective Trust Agreements, to conduct a benefit contribution compliance audit.

23. Rick E. Williams is and was 50% owner of Defendant Company 1 and is and was 100% owner of Company 2.

24. Rick E. Williams directs, controls, and manipulates the activities of Company 1 and Company 2.

25. As a single employer with Company 1, Company 2 is bound to the terms of the Agreement and the Funds' respective Trust Agreements and therefore liable for Company 1's debts to the Funds as set forth in Counts I and II of this Complaint.

WHEREFORE, Plaintiffs respectfully request this Court to enter judgment against Defendant Rick's Bricks, Inc. as follows:

- (a) Finding that Rick's Bricks, Inc. is a single employer with S & R Masonry, Inc. and bound to the Agreement and Funds' respective Trust Agreements;
- (b) Finding that Rick's Bricks, Inc. and S & R Masonry, Inc. are jointly and severally liable to the Funds for the delinquent contributions, dues, interest, liquidated damages and attorneys' fees and court costs as set forth in Counts I and II; and
- (c) Granting all such other legal and equitable relief as the Court deems just and proper.

August 26, 2008

Laborers' Pension Fund, et al.

/s/ Jerrod Olszewski
Jerrod Olszewski

Patrick T. Wallace
Jerrod Olszewski
Christina Krivanek
Amy N. Carollo
Charles Ingrassia
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(312) 692-1540



CONSTRUCTION & GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY

AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO
101 BURR RIDGE PARKWAY • SUITE 300 • BURR RIDGE, IL 60527 • PHONE: 630/655-8289 • FAX: 630/655-8853

INDEPENDENT CONSTRUCTION INDUSTRY COLLECTIVE BARGAINING AGREEMENT

It is hereby stipulated and agreed by and between **S & R Masonry Inc.** ("Employer") and the Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America, AFL-CIO ("Union"), representing and encompassing its affiliated Local Unions, including Local Nos. 1, 2, 4, 5, 6, 25, 75, 76, 96, 118, 149, 152, 225, 269, 288, 582, 681, 1001, 1006, 1035, 1092, together with any other Local Unions that may come within the Union's jurisdiction ("Local Union"), and encompassing the geographic areas of Cook, Lake, DuPage, Will, Grundy, Kendall, Kane, McHenry and Boone counties, Illinois, that:

1. Recognition. The Employer, in response to the Union's request for recognition as the majority 9(a) representative of its Laborer employees, and the Union's offer to show evidence of its majority support, hereby recognizes the Union under Section 9(a) of the Act as the sole and exclusive collective bargaining representative for the employees now and hereafter employed in the Laborer bargaining unit with respect to wages, hours and other terms and conditions of employment without the need for a Board certified election. The Employer has not assigned its rights for purposes of collective bargaining with the Union to any person, entity or association, and hereby revokes its prior assignment of bargaining rights, if any. The Employer further voluntarily elects not to assign such bargaining rights to any person, entity or association during the term of this Agreement or any extension thereof, without written approval from the Union. The Employer shall abide by this Agreement, and extensions hereof, provided that it employs at least one Laborer per year.

2. Labor Contract. The Employer affirms and adopts the applicable Collective Bargaining Agreements, as designated by the Union, between the Union and the Builders Association of Chicago and Vicinity, the Illinois Road Builders Association, the Underground Contractors Association, the Mason Contractors Association of Greater Chicago, the Concrete Contractors Association of Greater Chicago, G.D.C.N.I./C.A.W.C.C., the Chicago Demolition Contractors' Association, the Illinois Environmental Contractors Association, the Lake County Contractors' Association, the Contractors' Association of Will and Grundy Counties, the Fox Valley General Contractors Association, the Chicago Area Rail Contractors Association, the Chicago Scaffolding Association, and all other employer associations with whom the Union or its affiliated Local Unions has an agreement. If the applicable collective bargaining agreement(s) expire during the term of this Agreement, any limitation on the right to strike shall also expire until a new agreement has been established, which shall be incorporated retroactively herein. It is further agreed that where the Employer works within the geographic jurisdiction of the Union's affiliated Local Unions that have superseded the area-wide standard association agreements within the locality for which it is negotiated in the case of any conflict between them. Notwithstanding the foregoing, this Agreement supersedes all contrary terms in either the Local Union or area-wide association agreements.

3. Dues Checkoff. The Employer shall deduct from the wages of employees uniform working dues in the amount of 1.5% of gross wages, or such other amount as directed by the Union, and shall remit monthly to the designated Union office the sums so deducted, together with an accurate list showing the employees from whom dues were deducted, the employees' individual hours, gross wages and deducted dues amounts for the monthly period, not later than the tenth (10th) day of the month following the month for which said deductions were made. It is the parties' intention that these deductions comply with the requirements of Section 302(c)(4) of the Labor Management Relations Act of 1947, as amended, and such deductions shall be made only pursuant to written assignments from each employee on whose account such deductions are made, which shall not be irrevocable for a period of more than one year or beyond the termination date of the labor agreement, whichever occurs sooner.

4. Work Jurisdiction. This Agreement covers all work within the Union's work jurisdiction as set forth in the Union's Statement of Jurisdiction, receipt of which is hereby acknowledged, and as amended by the Union from time to time. The Statement of Jurisdiction is incorporated by reference into this Agreement. The Employer shall assign all work described therein to its Union-represented Laborer employees and acknowledges the appropriateness of this assignment. Neither the Employer nor its work assignments as required under this Agreement shall be stipulated or otherwise subject to adjustment by any jurisdictional disputes board or mechanism except upon written notice by and direction of the Union. The Employer, whether acting as a contractor, general manager or developer, shall not contract or subcontract any work to be done at the site of construction, alteration, painting or repair of a building, structure or other work and coming within the above-described jurisdiction of the Union to any person, corporation or entity not signatory to and covered by a collective bargaining agreement with the Union. This obligation applies to all tiers of subcontractors performing work at the site of construction. When the Employer contracts out or sublets any of the work coming within the above-described jurisdiction of the Union, it shall assume the obligations of any such subcontractor for prompt payment of employees' wages and other benefits required under this Agreement, including reasonable attorneys' fees incurred in enforcing the provisions hereof.

5. Fringe Benefits: The Employer agrees to pay the amounts that it is bound to pay under said Collective Bargaining Agreements to the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity, the Laborers' Pension Fund (including Laborers' Excess Benefit Funds), the Fox Valley Benefit Funds, the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Trust Fund, the Chicago Area Laborers-Employers Cooperation Education Trust ("LEDET"), and to all other designated Union-affiliated benefit and labor-management funds, and to become bound by and to be considered a party to the Agreements and Declarations of Trust creating said Trust Funds as it had signed the original copies of the Trust Instruments and amendments thereto. The Employer ratifies and confirms the appointment of the Employer Trustees who shall, together with their successor Trustees, carry out the terms and conditions of the trust instruments. The Employer further affirms that all prior contributions paid to the Welfare, Pension and Training Funds were made by duly authorized agents of the Employer at all proper rates, and evidence the Employer's intent to be bound by the Trust Agreements and Collective Bargaining Agreements in effect when the contributions were made, acknowledging the report form to be a sufficient instrument in writing to bind the Employer to the applicable agreements. Upon written notice to the Employer, the Union may increase the minimum surety bond to an amount not exceeding one hundred thousand dollars where necessary to ensure Employer compliance with its obligations.

Where Laborers covered by this Agreement perform work outside the Chicago area, the Employer shall, if covered under a local LIUNA-affiliated labor agreement in the area, contribute to the local fringe benefit funds in the amounts set forth in the local agreement. Otherwise, it shall remit all fringe benefit fund contributions in the amounts and to the funds as required under this Agreement.

6. Wages and Industry Funds. The Employer shall pay all the negotiated hourly wages, fringe benefit and industry fund contributions it is bound to pay under the applicable Collective Bargaining Agreements, including, where applicable, contributions to the Chicago-Area LEDET and designated labor-management and industry advancement funds, except that no contributions shall be made to MCIAF unless consented to and upon written direction from the Union. All additional wage rates, dues checkoff, and fringe benefits annual total economic increase.

7. Contract Enforcement: All grievances arising hereunder shall, at the Union's discretion, be submitted to the Chicago District Council Grievance Committee for final and binding disposition in lieu of another grievance committee. Should the Employer fail to comply within ten (10) days with any binding grievance award, whether by grievance committee or arbitration, it shall be liable for all costs and legal fees incurred by the Union to enforce the award. Notwithstanding anything to the contrary, nothing herein shall limit the Union's right to strike or withdraw its members because of non-payment or underpayment of wages and/or fringe benefit contributions, failure by the Employer to timely remit dues to the Union, subcontracting in violation hereof, or non-compliance with a binding grievance award. The Employer's violation of any provision of this paragraph will give the Union the right to take any other lawful and economic action, including but not limited to all remedies at law or equity. It is expressly understood and agreed that the Union's right to take economic action is in addition to, and not in lieu of, its rights under the grievance procedures. Where necessary to correct contract violations, or where no acceptable steward is currently employed, the Union may appoint and place a steward from outside the workforce at all job sites.

8. Successors: In the event of any change in the ownership, management or operation of the Employer's business or substantially all of its assets, by sale or otherwise, it is agreed that as a condition of such sale or transfer that the new owner or manager, whether corporate or individual, shall be fully bound by the terms and conditions of this Agreement. The Employer shall provide no less than ten (10) days prior written notice to the Union of the sale or transfer and shall be obligated to all expenses incurred by the Union to enforce the terms of this paragraph. The Union may strike to enforce the terms hereof.

9. Termination: This Agreement shall remain in full force and effect from June 1, 2001 (unless dated differently below) through May 31, 2006, and shall continue thereafter unless there has been given written notice, by certified mail by either party hereto, received no less than sixty (60) nor more than ninety (90) days prior to the expiration date, of the desire to modify or amend this Agreement through negotiations. In the absence of such notice the Employer and the Union agree to be bound by the new area-wide negotiated agreements with the various Associations incorporating them into this Agreement and extending this Agreement for the life of the newly negotiated agreements, and thereafter for the duration of successive agreements, unless and until timely notice of termination is given as provided above.

10. Execution: The Employer acknowledges and accepts the facsimile signatures on this contract as if they were the original signatures. The Employer further acknowledges receipt of a copy of the complete Joint Agreements.

Dated: May 25, 2004

ACCEPTED:

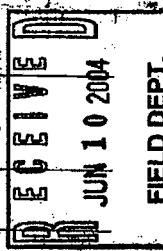
Laborers' Local Union No. 288

By: Michael R. Chierici
CONSTRUCTION AND GENERAL LABORERS'
DISTRICT COUNCIL OF CHICAGO AND VICINITY

By: Frank Riley
Frank Riley, President & Secretary-Treas.

By: John P. Connolly
James P. Connolly, Business Manager

For Office Use Only: MCA*



S & R Masonry, Inc.

(Employer)

FEN No.: 36-4534688

By: Sara Williams Owner

(Print Name and Title)

Sara Williams
(Signature)

10122 Mandell

(Address)

Plainfield, IL 60544

(City, State and Zip Code)

630-922-9757

(Telephone/Fax)

EXHIBIT

tables

S & R MASONRY, INC.
6 CIRCLE DR.
ROCHESTER, IL 62563

EMPLOYER #34153

AUGUST 1, 2005 – JUNE 30, 2008



BANSLEY AND KIENER, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS
O'HARE PLAZA
8745 WEST HIGGINS ROAD, SUITE 200
CHICAGO, ILLINOIS 60631
AREA CODE 312 263.2700

August 1, 2008

Board of Trustees
Pension and Welfare Funds of Construction and General
Laborers' District Council of Chicago and Vicinity
11465 Cermak Rd.
Westchester, IL 60154

We have applied certain procedures, as discussed below, to the payroll records of S & R Masonry, Inc., a contributing employer to the Pension and Welfare Funds of Construction and General Laborers' District Council of Chicago and Vicinity, for the period August 1, 2005 to June 30, 2008. The purpose of our review was to assist you in determining whether contributions to the Trust Funds are being made in accordance with the collective bargaining agreement in effect and with the Trust Agreement of the Fund. The propriety of the contributions is the responsibility of the employer's management.

Our procedures generally include a review of the pertinent provisions of the collective bargaining agreements and comparing underlying employer payroll records to Fund contribution records. The employer records we review may include payroll journals, individual earnings records, payroll tax returns, contribution reports, job classifications, and general disbursement records. The scope of this engagement is limited to records made available by the employer and would not necessarily disclose all exceptions in employer contributions to the Trust Fund. Any compensation paid to employees not disclosed to us or made part of the written record is not determinable by us and is not included in our review.

Our procedures relate to a review of the employer's payroll records only and do not extend to any financial statements of the contributing employer. The procedures were substantially less in scope than an audit of the financial statements of the contributing employer, the objective of which is the expression of an opinion on the contributing employer's financial statements. Accordingly, no such opinion is expressed.

The exceptions to employer contributions are noted on the accompanying report.

Bansley and Kiener, L.L.P.
BANSLEY and KIENER, L.L.P.
Certified Public Accountants

Laborers' District Council

Reconciliation Between Actual and Reported Hours - Welfare, Pension, Training, IAF, and CISCO Funds Only

SS#	Name	Rate	2005					2006					Total Hours	
			Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
xxx-xx-5378	BECERRA, JAIME	0.00	0.00	0.00	0.00	0.00	0.00	108.00	94.50	58.50	28.00	29.50	12.25	17.00
xxx-xx-8024	DURAN, MARTIN	0.00	0.00	0.00	0.00	0.00	0.00	34.75	0.00	74.00	14.00	14.75	0.00	0.00
xxx-xx-8642	FLORES, GUSTAVO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	137.50
xxx-xx-9004	GALLEGOS, EDUARDO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.75
xxx-xx-1586	GOMEZ, ABEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.75
xxx-xx-5671	GOMEZ, ALFONSO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.00	187.25	43.25	0.00	163.75
xxx-xx-6882	GOMEZ, MOISES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48.00	116.25	59.25	45.75	77.50	395.75
xxx-xx-8465	LOPEZ, DANIEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	241.25
xxx-xx-2202	LOPEZ, RODOLFO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	69.50	11.25	14.75	23.00	5.50
xxx-xx-0986	PONCE, ISMAEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120.25
xxx-xx-8885	RODRIQUEZ, GILBERTO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00
xxx-xx-8254	VALENCIANO, HUGO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34.75	0.00	49.25	0.00	0.00	84.00
xxx-xx-4060	VALENCIANO, NOE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.50	0.00	28.25	0.00	0.00	62.75
Total		0.00	0.00	0.00	0.00	0.00	0.00	26.50	159.25	300.25	740.75	315.50	177.00	219.50
														442.25
														40.25
														2,023.25

Welfare	\$ 6.86	0.00	0.00	0.00	181.79	1,092.46	2,059.72	5,081.55	2,164.33	1,214.22	1,505.77	303.56	276.12	13,879.52
Pension	\$ 3.94	0.00	0.00	0.00	104.41	627.45	1,182.99	2,918.56	1,243.07	697.38	864.83	174.35	158.59	7,971.63
Training	\$ 0.17	0.00	0.00	0.00	4.51	27.07	51.04	125.93	53.64	30.09	37.32	7.52	6.84	343.96
IAF	\$ 0.07	0.00	0.00	0.00	1.86	11.15	21.02	51.85	22.09	12.39	15.37	3.10	2.82	141.65
CISCO	\$ 0.01	0.00	0.00	0.00	0.27	1.59	3.00	7.41	3.16	1.77	2.20	0.44	0.40	20.24
Total	0.00	0.00	0.00	0.00	292.84	1,759.72	3,317.77	8,185.30	3,486.29	1,955.35	2,425.49	488.97	444.77	22,357.00

Note: Contributions were never received for bolded employees.

Employer Name - S & R MASONRY, INC.	RICK WILLIAMS
Employer - 34153	JULY 15, 2008
Date of Audit - JULY 24, 2008	217-836-4943
Audit Period - AUGUST 1, 2005 - JUNE 30, 2008	DANIEL TIMM

Laborers' District Council

Reconciliation Between Actual and Reported Hours - LECET and LMDC Funds Only

SS#	Name	Rate	2005									2006				Total Hours
			Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr.	May		
xxx-xx-5378	BECERRA, JAIME	0.00	0.00	0.00	0.00	0.00	108.00	94.50	58.50	28.00	29.50	12.25	17.00	347.75		
xxx-xx-9024	DURAN, MARTIN	0.00	0.00	0.00	0.00	0.00	34.75	0.00	74.00	14.00	14.75	0.00	0.00	0.00	137.50	
xxx-xx-8642	FLORES, GUSTAVO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.75	17.75	
xxx-xx-9004	GALLEGOS, EDUARDO	0.00	0.00	0.00	0.00	0.00	26.50	3.50	0.00	61.00	0.00	0.00	7.75	0.00	98.75	
xxx-xx-1586	GOMEZ, ABEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38.75	81.75	43.25	0.00	0.00	0.00	163.75	
xxx-xx-5671	GOMEZ, ALFONSO	0.00	0.00	0.00	0.00	0.00	0.00	36.00	187.25	49.25	45.75	77.50	55.50	0.00	451.25	
xxx-xx-8682	GOMEZ, MOISES	0.00	0.00	0.00	0.00	0.00	48.00	116.25	59.25	17.75	0.00	0.00	0.00	0.00	241.25	
xxx-xx-8465	LOPEZ, DANIEL	0.00	0.00	0.00	0.00	0.00	0.00	79.00	83.00	30.50	73.75	32.00	5.50	303.75		
xxx-xx-2202	LOPEZ, RODOLFO	0.00	0.00	0.00	0.00	0.00	1.75	0.00	68.50	11.25	14.75	23.00	0.00	0.00	120.25	
xxx-xx-0986	PONCE, ISMAEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
xxx-xx-8665	RODRIQUEZ, GILBERTO	0.00	0.00	0.00	0.00	0.00	0.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	
xxx-xx-8254	VALENCIANO, HUGO	0.00	0.00	0.00	0.00	0.00	34.75	0.00	49.25	0.00	0.00	0.00	0.00	0.00	84.00	
xxx-xx-4060	VALENCIANO, NOE	0.00	0.00	0.00	0.00	0.00	36.50	0.00	28.25	0.00	0.00	8.00	0.00	0.00	72.75	
Total		0.00	0.00	0.00	26.50	159.25	300.25	740.75	315.50	177.00	219.50	99.75	40.25	2,078.75		

LECET	\$0.05	0.00	0.00	1.33	7.96	15.01	37.04	15.78	8.85	10.98	4.99	2.01	103.95	
LMDC	\$0.12	0.00	0.00	3.18	19.11	36.03	88.89	37.86	21.24	26.34	11.97	4.83	249.45	
Working Dues	\$0.00	0.00	0.00	0.78	15.83	84.95	164.62	396.68	171.50	94.01	116.95	52.63	21.24	1,119.21
Total		0.00	0.00	0.79	20.34	112.02	215.68	522.62	225.14	124.10	154.27	69.59	28.08	1,472.61

Employer Name - S & R MASONRY, INC.	Person Contacted - RICK WILLIAMS
Employer - 34153	Date of Contact - JULY 15, 2008
Date of Audit - JULY 24, 2008	Telephone - 217-836-4943
Audit Period - AUGUST 1, 2005 - JUNE 30, 2008	Auditor - DANIEL TIMM

Laborers' District Council

Reconciliation Between Actual and Reported Gross Wages

SS#	Name	2005										2006				Total Wages
		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr.	May			
xxx-xx-5378	BECERRA, JAIME	0.00	0.00	0.00	0.00	0.00	0.00	3,266.36	2,871.80	1,763.79	844.21	869.43	369.34	512.55	10,537.48	
xxx-xx-9024	DURAN, MARTIN	0.00	0.00	15.09	0.00	1,062.81	113.10	2,261.26	569.13	444.72	0.00	0.00	0.00	0.00	4,466.11	
xxx-xx-8842	FLORES, GUSTAVO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	535.17	535.17	
xxx-xx-9004	GALLEGO, EDUARDO	0.00	0.00	836.88	105.53	0.00	1,898.49	0.00	0.00	233.87	0.00	0.00	0.00	0.00	3,075.37	
xxx-xx-1586	GOMEZ, ABEL	0.00	0.00	0.00	0.00	0.00	0.00	1,168.32	2,487.39	1,303.99	0.00	0.00	0.00	0.00	4,959.70	
xxx-xx-5671	GOMEZ, ALFONSO	0.00	0.00	0.00	0.00	0.00	0.00	1,085.40	5,702.15	1,484.89	1,379.37	2,338.63	1,673.33	0.00	13,661.77	
xxx-xx-8682	GOMEZ, MOISES	0.00	0.00	0.00	0.00	0.00	0.00	1,447.20	3,538.87	1,917.35	652.95	35.37	64.89	0.00	7,656.43	
xxx-xx-8465	LOPEZ, DANIEL	0.00	0.00	0.00	0.00	0.00	0.00	2,381.85	2,502.45	919.59	2,223.57	964.80	165.83	9,158.09		
xxx-xx-2202	LOPEZ, RODOLFO	0.00	0.00	52.80	67.85	7.54	2,095.44	339.19	444.71	683.46	0.00	0.00	0.00	0.00	3,700.99	
xxx-xx-0986	PONCE, ISMAEL	0.00	0.00	15.10	7.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.64	
xxx-xx-8865	RODRIQUEZ, GILBERTO	0.00	0.00	0.00	0.00	7.54	0.00	1,206.00	0.00	0.00	0.00	0.00	0.00	0.00	1,213.54	
xxx-xx-8254	VALENCIANO, HUGO	0.00	0.00	0.00	0.00	0.00	0.00	1,05.26	105.56	1,498.97	0.00	0.00	0.00	0.00	2,650.79	
xxx-xx-4060	VALENCIANO, NOE	0.00	0.00	15.09	0.00	1,115.56	64.09	870.39	0.00	0.00	241.20	0.00	0.00	0.00	2,306.53	
Total		0.00	45.28	904.56	4,854.21	9,406.92	22,668.22	9,799.79	5,371.96	6,682.65	3,007.47	1,213.55	63,954.61			

Rate - 1.75% of gross wages
Dues

Employer Name - S & R MASONRY, INC.	Person Contacted - RICK WILLIAMS
Employer - 34153	Date of Contact - JULY 15, 2008
Date of Audit - JULY 24, 2008	Telephone - 217-836-4943
Audit Period - AUGUST 1, 2005 - JUNE 30, 2008	Auditor - DANIEL TIMM

Laborers' District Council

Reconciliation Between Actual and Reported Hours - Rick's Bricks, Inc.

SS#	Name	Rate	2005									2006									Total Hours	
			Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
XXX-XX-9478	ALFARO, ADRIAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	106.50	144.75	16.00	267.25							
XXX-XX-5378	BECERRA, JAIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.25	90.50	107.50	122.25	159.25	100.50	62.00	658.25					
XXX-XX-1025	DE LA CRUZ, ALFREDO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.75	68.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	83.00	
XXX-XX-9024	DURAN, MARTIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.50	0.00	7.25	17.75	68.50	38.50	0.00	0.00	0.00	0.00	0.00	146.50	
XXX-XX-8642	FLORES, GUSTAVO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	86.50	140.25	226.75				
XXX-XX-9004	GALLEGOS, EDUARDO	0.00	0.00	0.00	0.00	106.50	30.50	4.50	47.50	115.25	120.25	153.75	133.00	133.00	109.00	109.00	109.00	109.00	109.00	109.00	820.25	
XXX-XX-1586	GOMEZ, ABEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.75	74.25	42.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	156.50	
XXX-XX-5671	GOMEZ, ALFONSO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.25	4.50	105.75	94.75	116.25	86.75	86.75	27.50	27.50	27.50	27.50	27.50	450.75
XXX-XX-6682	GOMEZ, MOISES	0.00	0.00	0.00	0.00	66.50	16.25	73.75	73.50	132.75	92.00	127.50	120.25	120.25	88.00	88.00	23.25	23.25	23.25	23.25	23.25	606.00
XXX-XX-8465	LOPEZ, DANIEL	0.00	0.00	0.00	0.00	0.00	0.00	31.00	59.25	73.50	0.00	59.00	62.25	98.50	89.75	147.50	133.50	133.50	133.50	133.50	133.50	637.00
XXX-XX-2202	LOPEZ, RODOLFO	0.00	0.00	40.25	88.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	586.00
XXX-XX-5783	MADERO, ERICK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.50	187.00	59.50	0.00	0.00	0.00	0.00	0.00	0.00	271.00
XXX-XX-8870	MARTINEZ, FABIAN	0.00	0.00	33.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33.00
XXX-XX-0986	PONCE, ISMAEL	0.00	0.00	55.50	119.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	175.25
XXX-XX-2189	RODOLFO-LOPEZ, SEGURRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.25
XXX-XX-8665	RODRIQUEZ, GILBERTO	0.00	0.00	79.25	167.50	144.25	16.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	62.25	150.50	153.50	153.50	153.50	773.75
XXX-XX-8254	VALENCIANO, HUGO	0.00	0.00	0.00	74.00	61.00	12.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	156.25
XXX-XX-4080	VALENCIANO, NOE	0.00	0.00	0.00	117.50	0.00	16.50	0.00	0.00	14.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	578.50
Total		0.00	215.50	674.00	309.25	128.75	774.50	726.50	370.75	128.75	1,393.25	1,393.25	1,198.25	960.50	960.50	6,651.25						

Note: Contributions were never received for bolded employees.

Employer Name - S & R MASONRY, INC.
 Employer - 34153
 Date of Audit - JULY 24, 2008
 Audit Period - AUGUST 1, 2005 - JUNE 30, 2008

Person Contacted - RICK WILLIAMS
Date of Contact - JULY 15, 2008
Telephone - 217-836-4943
Auditor - DANIEL TIMM

Laborers' District Council

Reconciliation Between Actual and Reported Gross Wages - Rick's Bricks, Inc.

SS#	Name	2005					2006					Total Wages
		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
xxx-xx-9478	ALFARO, ADRIAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,248.66	4,394.35	482.40
xxx-xx-5378	BECERRA, JAIME	0.00	0.00	0.00	0.00	0.00	489.93	2,728.56	3,248.65	3,700.90	4,820.21	3,030.06
xxx-xx-1025	DE LA CRUZ, ALFREDO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	444.71	2,099.18	0.00	1,889.28
xxx-xx-9024	DURAN, MARTIN	0.00	0.00	226.12	0.00	211.05	0.00	218.58	535.15	2,106.72	1,160.54	0.00
xxx-xx-8642	FLORES, GUSTAVO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,645.66	4,228.53	6,874.19
xxx-xx-9004	GALLEGO, EDUARDO	0.00	0.00	3,210.96	919.57	135.67	1,432.11	3,504.93	3,674.52	4,725.99	4,047.63	3,286.34
xxx-xx-1586	GOMEZ, ABEL	0.00	0.00	0.00	0.00	0.00	1,198.46	1,281.37	2,238.83	0.00	0.00	4,718.46
xxx-xx-5671	GOMEZ, ALFONSO	0.00	0.00	0.00	0.00	458.78	135.67	3,226.04	2,909.46	3,504.92	2,615.50	829.12
xxx-xx-6632	GOMEZ, MOISES	0.00	0.00	0.00	2,031.35	489.93	2,223.55	2,216.01	4,086.47	3,979.78	2,653.19	700.98
xxx-xx-8485	LOPEZ, DANIEL	0.00	0.00	0.00	0.00	934.65	1,786.38	2,216.01	2,773.78	3,881.79	3,685.82	4,025.02
xxx-xx-2202	LOPEZ, RODOLFO	0.00	0.00	1,213.53	2,675.80	0.00	0.00	1,778.84	1,993.66	2,969.74	2,705.95	4,447.10
xxx-xx-5783	MADERO, ERICK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	738.67	5,638.05	1,793.92	0.00
xxx-xx-8970	MARTINEZ, FABIAN	0.00	0.00	994.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	994.95
xxx-xx-0986	PONCE, ISMAEL	0.00	0.00	1,873.31	3,610.45	0.00	0.00	0.00	0.00	0.00	0.00	5,283.76
xxx-xx-2189	RODOLFO-LOPEZ, SEGURO	0.00	0.00	0.00	0.00	0.00	0.00	942.18	0.00	0.00	0.00	942.18
xxx-xx-8665	RODRIQUEZ, GILBERTO	0.00	0.00	2,400.68	5,050.11	4,386.81	497.47	0.00	0.00	1,914.52	4,567.72	4,628.02
xxx-xx-8254	VALLENCIANO, HUGO	0.00	0.00	0.00	2,231.10	1,839.15	376.87	82.91	0.00	0.00	0.00	4,530.03
xxx-xx-4050	VALLENCIANO, NOE	0.00	0.00	0.00	3,542.61	0.00	497.47	429.63	0.00	4,330.27	4,183.30	4,462.18
Total		0.00	6,508.59	20,321.03	9,387.93	3,881.77	11,178.03	18,964.26	23,690.26	42,273.65	36,323.10	28,958.97
Dues		0.00	0.00	113.90	355.62	164.29	67.93	195.62	331.87	414.58	739.79	635.65
												506.78
												3526.03

Rate - 1.75% of gross wages

Dues

Note: Dues deficiencies were calculated based on scale of \$30.15/hr.

Employer Name - S & R MASONRY, INC.	Person Contacted - RICK WILLIAMS
Employer - 34153	Date of Contact - JULY 15, 2008
Date of Audit - JULY 24, 2008	Telephone - 217-836-4943
Audit Period - AUGUST 1, 2005 - JUNE 30, 2008	Auditor - DANIEL TIMM

Laborers' District Council

Reconciliation Between Actual and Reported Hours - Welfare, Pension, and Training Funds Only

SS#	Name	Rate	2006						2007			Total Hours	
			Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	May	
xxx-xx-9478	ALFARO, ADRIAN	0.00	0.00	14.75	0.00	0.00	0.00	0.00	124.25	0.00	0.00	0.00	139.00
xxx-xx-5378	BECERRA, JAIME	86.50	80.00	0.00	1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	168.00
xxx-xx-8642	FLORES, GUSTAVO	24.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.50
xxx-xx-9004	GALLEGOS, EDUARDO	0.00	31.00	0.00	5.50	0.00	0.00	0.00	16.75	0.00	0.00	0.00	13.00
xxx-xx-1102	GARCIA, MIGUEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.50
xxx-xx-6682	GOMEZ, MOISES	0.00	24.50	0.00	1.50	0.00	0.00	0.00	3.75	8.50	0.00	0.00	38.25
xxx-xx-6955	LOPEZ, ABRAM	0.00	0.00	0.00	23.50	6.50	74.75	138.00	24.50	0.00	0.00	0.00	273.75
xxx-xx-9465	LOPEZ, DANIEL	8.50	34.00	0.00	8.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.00
xxx-xx-2202	LOPEZ, RODOLFO	0.00	7.75	0.00	8.50	0.00	0.00	0.00	15.50	0.00	0.00	0.00	42.50
xxx-xx-3099	IMENDEZ, GABRIEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.25
xxx-xx-4060	VALENCIANO, NOE	0.00	24.75	0.00	5.50	0.00	0.00	0.00	16.75	0.00	0.00	0.00	62.00
Total		119.50	202.00	14.75	54.50	6.50	78.50	319.75	24.50	0.00	23.25	0.00	517.75
Total													895.00

Welfare	\$7.46	891.47	1,506.92	110.04	406.57	48.49	585.61	2,385.34	182.77	0.00	173.45	0.00	386.06	6,676.72
Pension	\$4.84	578.38	977.68	71.39	263.73	31.46	378.94	1,547.58	118.58	0.00	112.53	0.00	250.47	4,331.80
Training	\$0.17	20.32	34.34	2.51	9.27	1.11	13.35	54.36	4.17	0.00	3.95	0.00	8.80	152.18
Total		1,490.17	2,518.94	183.94	679.62	81.06	978.90	3,987.28	305.52	0.00	289.93	0.00	645.33	11,160.70

Note: Contributions were never received for bolded employees.

Employer Name - S & R MASONRY, INC.	Person Contacted - RICK WILLIAMS
Employer - 34153	Date of Contact - JULY 15, 2008
Date of Audit - JULY 24, 2008	Telephone - 217-836-4943
Audit Period - AUGUST 1, 2005 - JUNE 30, 2008	Auditor - DANIEL TIMM

Laborers' District Council

Reconciliation Between Actual and Reported Hours - CAICA, LECET, and LMDC Funds Only

SS#	Name	Rate	2006			2007			Total Hours						
			Jun	Jul	Aug	Sep	Oct	Nov		Dec	Jan	Feb	Mar	Apr	May
xxx-xx-9478	ALFARO, ADRIAN	0.00	0.00	14.75	0.00	0.00	0.00	0.00	124.25	0.00	0.00	0.00	0.00	0.00	0.00
xxx-xx-5378	BECERRA, JAIME	86.50	80.00	0.00	1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	139.00
xxx-xx-8842	FLORES, GUSTAVO	24.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	168.00
xxx-xx-9004	GALLEGO, EDUARDO	0.00	31.00	0.00	5.50	0.00	0.00	0.00	16.75	0.00	0.00	0.00	0.00	0.00	24.50
xxx-xx-1102	GARCIA, MIGUEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66.25
xxx-xx-8682	GOMEZ, MOISES	0.00	24.50	0.00	1.50	0.00	0.00	0.00	3.75	8.50	0.00	0.00	0.00	0.00	6.50
xxx-xx-8955	LOPEZ, ABRAM	0.00	0.00	0.00	23.50	6.50	74.75	138.00	24.50	0.00	0.00	0.00	0.00	0.00	38.25
xxx-xx-8465	LOPEZ, DANIEL	8.50	34.00	0.00	8.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.00
xxx-xx-2202	LOPEZ, RODOLFO	0.00	7.75	0.00	8.50	0.00	0.00	0.00	15.50	0.00	0.00	0.00	0.00	0.00	42.50
xxx-xx-3089	MENDEZ, GABRIEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
xxx-xx-4060	VALENCIANO, NOE	0.00	24.75	0.00	5.50	0.00	0.00	0.00	16.75	0.00	0.00	0.00	0.00	0.00	23.25
Total		119.50	202.00	14.75	54.50	6.50	78.50	319.75	24.50	0.00	23.25	0.00	0.00	0.00	62.00
															895.00

CAICA	\$0.08	9.56	16.16	1.18	4.36	0.52	6.28	25.58	1.96	0.00	1.86	0.00	4.14	71.60
LEGET	\$0.05	5.98	10.10	0.74	2.73	0.33	3.93	15.99	1.23	0.00	1.16	0.00	2.59	44.78
LMDC	\$0.12	14.34	24.24	1.77	6.54	0.78	9.42	38.37	2.94	0.00	2.79	0.00	6.21	107.40
Working Dues	\$0.00	66.00	111.56	8.84	39.70	3.59	75.25	176.60	13.53	0.00	12.84	0.00	37.43	545.34
Total		95.98	162.06	12.53	53.33	5.22	94.88	256.54	19.66	0.00	18.65	0.00	50.37	769.12

Employer Name - S & R MASONRY, INC.	Person Contacted - RICK WILLIAMS
Employer - 34153	Date of Contact - JULY 15, 2008
Date of Audit - JULY 24, 2008	Telephone -
Audit Period - AUGUST 1, 2005 - JUNE 30, 2008	Auditor - DANIEL TIMM

Laborers' District Council

Reconciliation Between Actual and Reported Gross Wages

S#	Name	2006										2007				Total Wages
		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May			
xxx-xx-9478	ALFARO, ADRIAN	0.00	0.00	465.51	0.00	0.00	0.00	0.00	3,921.33	0.00	0.00	0.00	0.00	0.00	0.00	4,386.84
xxx-xx-5378	BECERRA, JAIME	2,729.96	2,524.80	0.00	224.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,479.63
xxx-xx-8642	FLORES, GUSTAVO	773.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	773.23
xxx-xx-8004	GALLEGO, EDUARDO	0.00	978.36	0.00	272.21	0.00	619.37	528.63	0.00	0.00	0.00	0.00	0.00	0.00	511.52	2,910.09
xxx-xx-1102	GARCIA, MIGUEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	306.53
xxx-xx-6682	GOMEZ, MOISES	0.00	773.22	39.45	134.13	0.00	118.35	288.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,333.41
xxx-xx-6955	LOPEZ, ABRAM	0.00	0.00	0.00	741.66	205.14	2,765.45	4,355.28	773.22	0.00	0.00	0.00	0.00	0.00	0.00	306.11
xxx-xx-8465	LOPEZ, DANIEL	268.27	1,073.04	0.00	268.36	0.00	220.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,830.49
xxx-xx-2202	LOPEZ, RODOLFO	0.00	244.59	0.00	280.10	0.00	0.00	489.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,454.03
xxx-xx-3099	MENDEZ, GABRIEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	733.54
xxx-xx-4060	VALENCIANO, NOE	0.00	781.11	0.00	347.17	0.00	575.97	528.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	574.63
	Total	3,771.46	6,375.12	504.96	2,268.40	205.14	4,300.06	10,091.31	773.22	0.00	733.54	0.00	2,198.95	0.00	31,162.16	

Rate - 1.75% of gross wages

Dues	66.00	111.56	8.84	39.70	3.59	75.25	176.60	13.53	0.00	12.84	0.00	37.43	545.34
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Employer Name - S & R MASONRY, INC.	Person Contacted - RICK WILLIAMS
Employer - 34153	Date of Contact - JULY 15, 2008
Date of Audit - JULY 24, 2008	Telephone - 217-836-4943
Audit Period - AUGUST 1, 2005 - JUNE 30, 2008	Auditor - DANIEL TIMM

Laborers' District Council

Reconciliation Between Actual and Reported Hours - Rick's Bricks, Inc.

SS#	Name	Rate	2006						2007						Total Hours
			Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
xxx-xx-9478	ALFARO, ADRIAN	0.00	0.00	12.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.75
xxx-xx-5378	BECERRA, JAIME	28.25	9.25	13.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.00
xxx-xx-8642	FLORES, GUSTAVO	49.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.75
xxx-xx-9004	GALLEGOS, EDUARDO	78.75	51.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	131.25
xxx-xx-8682	GOMEZ, MOISES	24.75	0.00	6.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.25
xxx-xx-8465	LOPEZ, DANIEL	89.50	58.00	12.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	160.25
xxx-xx-2202	LOPEZ, RODOLFO	107.50	63.00	6.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	176.75
xxx-xx-8665	RODRIQUEZ, GILBERTO	118.00	70.00	13.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	201.25
xxx-xx-4060	VALENCIANO, NOE	30.25	39.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00
Total		527.75	291.50	65.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	884.25

Welfare	\$7.46	3,937.02	2,174.59	484.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,596.51
Pension	\$4.84	2,554.31	1,410.86	314.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,279.77
Training	\$0.17	89.72	49.56	11.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.33
CAICA	\$0.08	42.22	23.32	5.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.74
LECET	\$0.05	26.39	14.58	3.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	44.22
LMDC	\$0.12	63.33	34.98	7.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	106.11
Working Dues	\$0.00	291.38	160.94	35.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	488.21
Total		7,004.37	3,868.83	862.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,735.89

Note: Contributions were never received for bolded employees.

Employer Name - S & R MASONRY, INC.

Employer - 34153

Date of Audit - JULY 24, 2008

Audit Period - AUGUST 1, 2005 - JUNE 30, 2008

Person Contacted - RICK WILLIAMS

Date of Contact - JULY 15, 2008

Telephone - 217-836-4943

Auditor - DANIEL TIMM

Laborers' District Council

Reconciliation Between Actual and Reported Gross Wages - Rick's Bricks, Inc.

SS#	Name	2006						2007				Total Wages
		Jun	Jul	Aug	Sep	Oct	Nov	Jan	Feb	Mar	Apr	
xxx-xx-9478	ALFARO, ADRIAN	0.00	0.00	402.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	402.26
xxx-xx-5378	BECERRA, JAME	891.28	291.83	425.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,609.03
xxx-xx-8642	FLORES, GUSTAVO	1,569.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,569.60
xxx-xx-9004	GALLEGO, EDUARDO	2,516.10	1,924.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,140.91
xxx-xx-6682	GOMEZ, MOISES	780.85	0.00	205.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	985.92
xxx-xx-8465	LOPEZ, DANIEL	2,823.72	1,829.90	402.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,055.87
xxx-xx-2202	LOPEZ, RODOLFO	3,391.62	1,987.63	197.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,576.43
xxx-xx-8665	RODRIQUEZ, GILBERTO	3,722.89	2,208.49	418.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,349.41
xxx-xx-4060	VALENCIANO, NOE	954.38	1,254.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,208.49
	Total	16,650.44	9,196.77	2,050.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,897.92

Rate - 1.75% of gross wages

Dues	291.38	160.94	35.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	488.21

Note: Dues deficiencies were calculated based on scale of \$31.55/hr.

Employer Name - S & R MASONRY, INC.	Person Contacted -	RICK WILLIAMS
Employer - 34153	Date of Contact -	JULY 15, 2008
Date of Audit - JULY 24, 2008	Telephone -	217-836-4943
Audit Period - AUGUST 1, 2005 - JUNE 30, 2008	Auditor -	DANIEL TIMM

Laborers' District Council

Reconciliation Between Actual and Reported Hours - Welfare, Pension, and Training Funds Only

SS#	Name	Rate	2007												2008				
			Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total Hours				
xxx-xx-5378	BECERRA, JAIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
xxx-xx-9004	GALLEGOS, EDUARDO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
xxx-xx-6682	GOMEZ, MOISES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92.50
xxx-xx-6855	LOPEZ, ABRAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.50	0.00	0.00	4.50	0.00	0.00	0.00	0.00	0.00	12.00
xxx-xx-8465	LOPEZ, DANIEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	77.00
xxx-xx-2202	LOPEZ, RODOLFO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.50	0.00	0.00	117.00	36.50	0.00	0.00	0.00	0.00	170.00
xxx-xx-3466	RODRIGUEZ, DOMINGO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.00
xxx-xx-4060	VALENCIANO, NOE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	69.25
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.50	0.00	0.00	351.75	63.00	0.00	0.00	0.00	451.75	

Welfare	\$7.97	0.00	0.00	0.00	0.00	39.85	59.78	195.27	0.00	2,803.45	502.11	0.00	0.00	3,600.46				
Pension	\$5.68	0.00	0.00	0.00	0.00	28.40	42.60	139.16	0.00	1,997.94	357.84	0.00	0.00	2,565.94				
Training	\$0.22	0.00	0.00	0.00	0.00	1.10	1.65	5.39	0.00	77.39	13.86	0.00	0.00	99.39				
Total		0.00	0.00	0.00	0.00	69.35	104.03	339.82	0.00	4,878.78	873.81	0.00	0.00	6,265.79				

Employer Name - S & R MASONRY, INC.	Person Contacted - RICK WILLIAMS
Employer - 34153	Date of Contact - JULY 15, 2008
Date of Audit - JULY 24, 2008	Telephone - 217-836-4943
Audit Period - AUGUST 1, 2005 - JUNE 30, 2008	Auditor - DANIEL TIMM

Laborers' District Council

Reconciliation Between Actual and Reported Hours - CAICA, LECET, and LMDC Funds Only

SS#	Name	Rate	2007				2008				Total Hours	
			Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
x00<00-5378	BECERRA, JAIME	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	141.50	0.00	0.00
x00<00-9004	GALLEGOS, EDUARDO	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
x00<00-6682	GOMEZ, MOISES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	123.25	92.50	0.00
x00<00-6955	LOPEZ, ABRAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
x00<00-8465	LOPEZ, DANIEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	152.00	50.50	26.50
x00<00-2202	LOPEZ, RODOLFO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.50	152.00	117.00
x00<00-3466	RODRIGUEZ, DOMINGO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53.25	31.00	0.00
x00<00-4060	VALENCIANO, NOE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total		0.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00	24.50	654.00	351.75
Total		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.50	63.00	0.00

CAICA	LECET	LMDC	Working Dues				Total				Person Contacted -	Date of Contact -	Telephone -	Auditor -	RICK WILLIAMS	
			0.08	0.05	0.12	0.00	18.59	0.00	0.00	28.47	759.70	408.61	73.18	0.00		
\$0.08	\$0.05	\$0.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52.32	28.14	5.04	0.00	0.00	89.74	
CAICA	LECET	LMDC								32.70	17.59	3.15	0.00	0.00	56.10	
										2.94	78.48	42.21	7.56	0.00	0.00	134.61
										22.34	596.20	320.67	57.43	0.00	0.00	1,022.63
										8.72	759.70	408.61	73.18	0.00	0.00	1,303.08

Employer Name - S & R MASONRY, INC.	Person Contacted -
Employer - 34153	Date of Contact -
Date of Audit - JULY 24, 2008	Telephone -
Audit Period - AUGUST 1, 2005 - JUNE 30, 2008	Auditor -
	DANIEL TIMM

Laborers' District Council
Reconciliation Between Actual and Reported Gross Wages

SS#	Name	2007						2008						Total Wages
		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
xx-xx-5378	BECERRA, JAME	0.00	265.21	0.00	0.00	0.00	0.00	0.00	4,690.74	0.00	0.00	0.00	0.00	4,955.95
xx-xx-9004	GALLEGO, EDUARDO	0.00	265.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	265.22
xx-xx-6882	GOMEZ, MOISES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,085.75	3,066.38	0.00	0.00	0.00	7,152.13
xx-xx-6955	LOPEZ, ABRAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	248.63	0.00	149.18	0.00	0.00	397.81
xx-xx-8465	LOPEZ, DANIEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,038.83	1,674.08	878.48	0.00	0.00	7,591.39
xx-xx-2202	LOPEZ, RODOLFO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	546.99	5,038.82	3,878.57	1,209.98	0.00	10,874.36
xx-xx-3468	RODRIGUEZ, DOMINGO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,765.24	1,027.66	0.00	0.00	2,792.90
xx-xx-4080	VALENCIANO, NOE	0.00	0.00	0.00	0.00	0.00	0.00	165.76	0.00	265.20	1,060.80	1,864.69	0.00	3,356.45
Total		530.43	0.00	0.00	165.76	248.63	812.19	21,650.18	11,650.56	2,088.46	0.00	0.00	37,186.21	

Rate - 2.75% of gross wages

Dues	0.00	14.59	0.00	0.00	4.56	6.84	22.34	596.20	320.67	57.43	0.00	0.00	1022.63
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Employer Name - S & R MASONRY, INC.	RICK WILLIAMS
Employer -	34153
Date of Audit -	JULY 24, 2008
Audit Period -	AUGUST 1, 2005 - JUNE 30, 2008
Person Contacted -	
Date of Contact -	JULY 15, 2008
Telephone -	217-836-4943
Auditor -	DANIEL TIMM

BANSLEY & KIENER, L.L.P.
PAYROLL AUDIT INFORMATION SHEET

EMPLOYER'S NAME	S & R MASONRY, INC.	EMPLOYER #	34153
ADDRESS	6 CIRCLE DR.	PHONE #	217-836-4943
CITY/STATE/ZIP	ROCHESTER, IL 62563	FEIN #	36-4534488
DATE OF CONTACT	JULY 15, 2008	AUDIT PERIOD	8/1/05-6/30/08
CONTACT'S NAME	RICK WILLIAMS	TITLE	VICE-PRESIDENT
PERSON FUND IS TO CONTACT	SAME AS ABOVE	TITLE	SAME AS ABOVE
ENTITY TYPE	CORPORATION	# OF EMPLOY.	30
BUSINESS ACTIVITY	MASONRY		

<u>OWNERSHIP-PRINCIPALS</u>	<u>TITLE</u>	<u>%</u>	<u>ADDRESS</u>
SARAH WILLIAMS	PRESIDENT	50%	SAME AS ABOVE
RICK WILLIAMS	VICE-PRESIDENT	50%	SAME AS ABOVE

BANKING FACILITIES USED AND ACCOUNT NO. HARRIS BANK #XXXXX-X8630

DOES EMPLOYER HAVE INTEREST IN OTHER OPERATIONS?

YES NO

IF YES, LIST NAMES OF SAME RICK'S BRICKS, INC.

IS EMPLOYER A MEMBER OF ANY TRADE ORGANIZATION/ASSOCIATION?

YES NO

IF YES, LIST NAMES OF SAME N/A

BANSLEY & KIENER, L.L.P.
PAYROLL AUDIT INFORMATION SHEET

AUDIT DATE JULY 24, 2008

AUDIT SITE (IF DIFFERENT FROM EMPLOYER'S ADDRESS): N/A

ALL REQUIRED ACCOUNTING RECORDS WERE AVAILABLE WITH THE EXCEPTION OF: N/A

BRIEFLY DESCRIBE THE NATURE OF THE DELINQUENCY, IF ANY: INSUFFICIENT CONTRIBUTIONS WERE REMITTED FOR VARIOUS EMPLOYEES THROUGHOUT THE AUDIT PERIOD. PER DIRECTION OF THE FUNDS, ALL HOURS WORKED BY LABORERS FOR RICK'S BRICKS, INC. WERE INCLUDED ON THE REPORT.

DID YOUR EXAMINATION UNCOVER ANYTHING SPECIAL OR UNUSUAL WHICH SHOULD BE BROUGHT TO THE ATTENTION OF THE FUND COUNSEL OR OTHER INTERESTED PERSONS?

YES

NO

IF YES, EXPLAIN: RICK'S BRICKS, INC. USED UNION BRICKLAYERS AND NON-UNION LABORERS. THE LABORERS WERE THE SAME ONES BEING USED BY S & R MASONRY, INC. RICK'S BRICKS, INC. CEASED OPERATIONS IN AUGUST 2006. S & R MASONRY, INC. CEASED OPERATIONS IN MARCH 2008. 473.25 HOURS POSTED TO HUGO VALENCIANO, XXX-XX-8254, IN JANUARY, MARCH, APRIL, AUGUST, AND SEPTEMBER 2006 SHOULD BE POSTED INSTEAD TO MOISES GOMEZ, XXX-XX-6682.

AUDITOR: DANIEL TIMM

LABORERS' PENSION & WELFARE FUNDS

8/5/2008

AUDIT

8-1-05-6-30-08

EMPLOYER

S & R MASONRY

CODE 34153

FOLLOWING ARE THE FIGURES OWED BY THE ABOVE MENTIONED CONTRACTOR AS A RESULT OF THE AUDIT:

ADDITIONAL HOURS	HOURS	WELFARE	RATE	PENSION	RATE	TRAINING FUND	RATE	DUES	RATE	LDCLMCC	RATE	MCIACF	RATE	CAICA	RATE	LECET	RATE	CISCO	RATE	TOTAL
6-1-05-5-31-06	2,023.25	13,879.50	6.86	7,971.61	3.94	343.95	0.17	1,119.21	242.79	0.12	141.63	0.07	-	-	101.16	0.05	20.3	0.01	23,820.0	
6-1-05-5-31-05	6,651.25	45,627.58	6.86	26,205.93	3.94	1,130.71	0.17	3,526.03	798.15	0.12	465.59	0.07	-	-	332.56	0.05	66.51	0.01	78,530.0	
6-1-06-5-31-07	895.00	6,676.70	7.46	4,331.80	4.84	152.15	0.17	545.34	107.40	0.12	-	-	71.60	0.08	44.75	0.05	-	-	11,029.7	
6-1-06-5-31-07	884.25	6,596.51	7.46	4,279.77	4.84	150.32	0.17	488.21	106.11	0.12	-	-	70.74	0.08	44.21	0.05	-	-	11,035.8	
6-1-07-5-31-08 MEN NOT REPORTED	451.75	3,600.45	7.97	2,565.94	5.68	99.39	0.22	1,022.63	54.21	0.12	-	-	36.14	0.08	22.59	0.05	-	-	7601.3	
SUBTOTAL	10,905.50	76,380.74		45,355.05		1,876.52		6,701.42	1,308.66		607.22		178.48		545.27		86.74		133,040.1	
10% PENALTIES	7,278.03		4,278.91		177.71		670.14		130.87		60.72		17.85		54.53		8.67		12,677.4	
20% PENALTIES	720.09		513.19		19.88														14,553.1	
AUDIT COSTS		1,065.73		1,065.72															2,031.4	
ATTORNEY FEES																				
ACCUM. PENALTIES		521.24		371.47															892.7	
ACCUM. INTEREST																				
TOTAL DUE		85,965.83		51,584.34		2,074.11		7,371.56	1,439.53		667.94		196.33		599.80		95.41		145,594.8	

